

RESOLUTION NO. 10-74

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A SNACK PROGRAM AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY TO PURCHASE AND PROVIDE SNACKS TO PARTICIPANTS IN CITY AFTER SCHOOL PROGRAMS FUNDED BY THE 21ST CENTURY LEARNING COMMUNITIES GRANT, FOR A TERM OF ONE YEAR, COMMENCING AUGUST 23, 2010 AND ENDING ON AUGUST 22, 2011, FOR AN AMOUNT NOT TO EXCEED \$20,250 AT A RATE OF 75 CENTS FOR EACH SNACK, AS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1" AND AUTHORIZING THE EXPENDITURE SUBJECT TO REIMBURSEMENT THROUGH THE STATE OF FLORIDA, DEPARTMENT OF EDUCATION, BASED ON ACTUAL ATTENDANCE FIGURES.

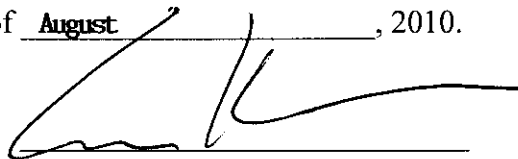
WHEREAS, it is in the best interest of the health, safety and welfare of the City of Hialeah and its residents to enter into a snack program agreement with The School Board of Miami-Dade County calculated at a rate of 75 cents per child program participant estimated at 150 children for 180 service dates throughout the school year from August 23, 2010 to June 9, 2011.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

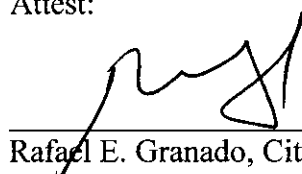
Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a Snack Program Agreement with The School Board of Miami-Dade County, Florida to purchase and provide snacks to participants in City after school programs funded by the 21st Century Learning Communities Grant, for a term of one year, commencing August 22, 2010 and ending on August 22, 2011, for an amount not to exceed \$20,250 at a rate of 75 cents for each snack, as attached hereto and made a part hereof as Exhibit "1", and authorizing the expenditure subject to reimbursement through the State of Florida, Department of Education, based on actual attendance figures.

PASSED AND ADOPTED this 10th day of August, 2010.



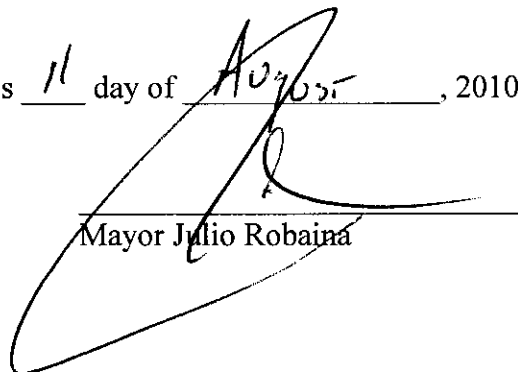
Carlos Hernandez
Council President

Attest:



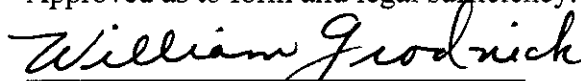
Rafael E. Granado, City Clerk

Approved on this 11 day of August, 2010.



Mayor Julio Robaina

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney

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Resolution was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue, Garcia-Martinez, Gonzalez, Hernandez, and Yedra voting "Yes."

SNACK PROGRAM AGREEMENT

THIS AGREEMENT ENTERED INTO THIS 23 day of August, 2010, in Miami-Dade County, Florida, by and between The City of Hialeah by and through Education and Community Services Department, (hereinafter referred to as the "Agency"), and The School Board of Miami-Dade County, Florida, (hereinafter referred to as the "School Board", provides terms and conditions pursuant to which the School Board shall provide food service to the Agency.

ARTICLE I - SCOPE OF WORK AND COMPENSATION

1.1 The School Board agrees to:

- A. Provide snacks as listed on the menu, which is labeled as Exhibit A and is attached hereto and incorporated herein by reference.
- B. Provide snacks to Agency every day school is in session.
- C. Provide the number of snacks requested by Agency.
- D. Provide the Agency with monthly invoices for the amount owed for the snacks served.

1.2 The Agency agrees:

- A. To provide a list of Miami-Dade County Schools that will receive snacks. See Exhibit B, attached hereto and incorporated herein by reference.
- B. Pick-up snacks daily at site non-Miami-Dade County Schools from a school in proximity.
- C. To provide the School Board with the number of snacks to be served every week on the Friday of the preceding week.
- D. Pay the School Board \$0.75 cents per snack/meal served based on monthly invoices signed by the Agency staff.
- E. That the total amount of dollars to be paid to the School Board should not exceed \$20,250 from August 23, 2010 through August 22, 2011.
- F. To reimburse in full the School Board every ninety (90) days from the billing date, for all snacks provided by the School Board.

ARTICLE II - TERM OF AGREEMENT

- 2.1 **EFFECTIVE TERM:** The effective term of this Agreement shall be from August 23, 2010 through August 22 2011.
- 2.2 **CANCELLATION:** The School Board reserves the right to cancel snack/meal service if payment is not received in accordance with Article 1.2, Section E. The cancellation notice shall be in writing providing a grace period of thirty (30) days from the date of notice.
- 2.3 **TERMINATION:** Both parties reserve the right to terminate this Agreement for any reason upon giving thirty (30) days written notice to the other party. If the Agreement should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said Agreement and Agency shall pay for all snacks that were provided.

ARTICLE III

- 3.1 Notice under this Agreement shall be sufficient if made in writing and delivered personally sent by certified mail, return receipt requested, postage prepaid, to the parties at the following addresses:

If to the Agency

Marla Alpizar
City of Hialeah by and through
Education and Community
Services Department
7400 W. 24 Avenue, 2nd Floor
Hialeah, Florida 33016

If to the School Board

Penny Parham, Administrative Director
Miami-Dade County Public Schools
Department of Food and Nutrition
7042 West Flagler Street
Miami, Florida 33144

- 3.2 **AMENDMENT:** No amendment to this Agreement shall be binding on either party unless it is in writing and signed by both parties.

ARTICLE IV – AMENDMENT

No amendment to this Agreement shall be binding on either party unless it is in writing and signed by both parties.

ARTICLE V – NO THIRD PARTY BENEFICIARIES

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

ARTICLE VI - INDEMNIFICATION

Subject to the limitations of Florida Statutes section 768.28, the School Board agrees to indemnify and hold harmless the Agency from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this Agreement.

The Agency agrees to indemnify, hold harmless, and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Agency arising out of or in connection with the provisions of this Agreement. If the Agency is a state agency or subdivision as defined in Florida Statutes section 768.28, nothing herein shall be construed to extend the Agency's liability beyond that provided in Florida Statutes section 768.28.

ARTICLE VII– GOVERNING LAW & VENUE; ATTORNEY'S FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In case of litigation, venue shall be in Miami-Dade County. Each party shall be responsible for its own attorney's fees.

ARTICLE VIII - ENTIRE AGREEMENT

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation or agreement of understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents, or representatives of either party shall be binding on either party or otherwise, except as expressly set forth herein.

IN WITNESS WHEREOF, both parties have caused this Agreement to be executed by their respective and duly authorized officers the day and the year first written above.

**City of Hialeah by and through
Education and Community
Services Department**

By: _____
Superintendent/Designee
Business Operations
Miami-Dade County Public Schools

By: _____
Julio Robaina, Mayor

Date: _____

Date: _____

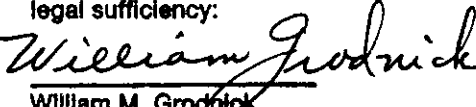
Approved as to Form and Legal Sufficiency:

By: _____

Attest: _____
Rafael E. Granado
City Clerk

Date: _____

Approved as to form and
legal sufficiency:



William M. Grodnick
City Attorney

"Exhibit A"

SNACK MENU

AUGUST 2010

(\$0.75)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
23 Smart cookies package Juice – 6 oz.	24 Yogurt Cup (4 oz.) Graham crackers (4) (28 grams) Juice – 6 oz.	25 Graham Bears Juice – 6 oz.	26 ½ cup (#8 scoop) 4 oz. Commodity canned fruit Saltine crackers (8) (24 grams) Juice – 6 oz.	27 String Cheese Soda crackers (8) Juice – 6 oz.
30 Goldfish pack Juice – 6 oz.	31 Fresh fruit Graham crackers (4) Juice – 6 oz.			

SNACK MENU

SEPTEMBER 2010

(\$0.75)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		1 ½ Sandwich (commodity) Juice – 6 oz.	2 Doughnut Juice – 6 oz.	3 Yogurt cup (4 oz.) Graham crackers (4) Juice – 6 oz.
6 HOLIDAY	7 Packaged Cookies Juice – 6 oz.	8 ½ Sandwich (commodity) Juice – 6 oz.	9 TEACHER PLANNING DAY	10 ½ cup canned fruit Graham crackers (4) Juice – 6 oz.
13 String Cheese Soda crackers (8) Juice – 6 oz.	14 ½ Sandwich (commodity) Juice – 6 oz.	15 Fresh fruit Graham bears (1 pack) Juice – 6 oz.	16 Yogurt cup (4 oz.) School made Cookie Juice – 6 oz.	17 Goldfish pack Juice – 6 oz.
20 Cereal Milk	21 Ice cream cup Graham Bears (1 pack) Juice – 6 oz.	22 ½ sandwich (commodity) Juice – 6 oz.	23 String Cheese 1 ea Soda crackers (8) Juice – 6 oz.	24 Smart cookies package Juice – 6 oz.
27 Doughnut Milk	28 Goldfish pack Juice – 6 oz.	29 ½ cup canned fruit w/jello Soda crackers (8) Juice – 6 oz.	30 Fresh fruit Graham crackers (4) Juice – 6 oz.	

SNACK MENU

OCTOBER 2010

(\$0.75)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1 Yogurt cup (4 oz.) Soda crackers (8) Juice – 6 oz
4 Packaged cookies Juice – 6 oz.	5 Fresh fruit Graham crackers (4) Juice – 6 oz.	6 $\frac{1}{2}$ Sandwich (commodity) Juice – 6 oz.	7 1 oz. cheese Soda crackers (8) Juice – 6 oz.	8 School made cookie Juice – 6 oz.
11 Yogurt Cup (4 oz.) Graham crackers (4) Juice – 6 oz.	12 $\frac{1}{2}$ Sandwich (commodity) Juice – 6 oz.	13 Doughnut Milk	14 4 oz. Commodity canned fruit Soda crackers (8) Juice – 6 oz.	15 Packaged Cookies Juice – 6 oz.
18 Cereal Milk	19 School made Cookie Juice – 6 oz.	20 Fresh Fruit Graham crackers (4) Juice – 6 oz.	21 $\frac{1}{2}$ Sandwich Juice – 6 oz.	22 Goldfish pack Juice – 6 oz.
25 Doughnut Juice – 6 oz.	26 Fresh Fruit Graham crackers (4) Juice – 6 oz.	27 School made Cookie Juice – 6 oz.	28 Packaged Cookies Juice – 6 oz.	29 Yogurt Cup (4 oz.) Graham crackers (4) Juice – 6 oz.

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
DEPARTMENT OF FOOD AND NUTRITION
CITY OF HIALEAH by and through
EDUCATION AND COMMUNITY SERVICES DEPARTMENT
2010-2011**

LOC.	SCHOOLS	NO. STUDENTS
7262	City of Hialeah Educational Academy	40
6421	Jose Marti Middle School	40
6231	Hialeah Middle School	70



DIVISION OF COMMUNITY EDUCATION COMMUNITY SCHOOL PROGRAM

AFTER-SCHOOL REIMBURSABLE SNACK PILOT PROGRAM

ENROLLMENT - PARTICIPATION - SPECIAL EVENT

School: _____

Activity: _____

Activity Leader: _____

Reporting Period: _____ To: _____ 20 _____

Teacher's Signature: _____

Verified by: _____

Time of Activity **Circle Days Activity Meets**
M T W Th F S Sun

From: _____

To: _____

Date Activity Started _____ 20 _____

Date Activity Ended _____ 20 _____

Total number of enrollees during the month _____

A=ATTENDANCE MS -MEAL STATUS Age Group:
S= SNACK SERVED 1 2 3

M	F	W	B	H	A	I	M

[illegible]



Miami-Dade County Public Schools
ADDENDUM TO VENDOR AGREEMENT

ADDENDUM D to Snack Program

(“Agreement”)

BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, and 1012.32 and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board rules.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla.Stat. (2007). In addition, the provisions of § 1012.467, Fla.Stat. (2007) are incorporated herein by reference, and any provisions of this Addendum that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the

heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F - 1.024 and 6Gx13- 4C 1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. **Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.**

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

City of Hialeah, by and through the ECS Dept.
(Name of Individual or Entity)

By: Marla Alpizar
(Name of Individual signing on behalf of self or entity)

Title: Director, ECS Department

Date: 7/16/10

The School Board of Miami-Dade County, Florida

By: _____

Alberto M. Carvalho
Superintendent of Schools, or designee

Printed Name of Designee

Date: _____

Approved as to form:

School Board Attorney

Originating Office Administrator

Initials